

THE STATE OF SOUTH CAROLINA  
BEFORE THE DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

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IN RE: GENERAL ELECTRIC COMPANY &  
MINNESOTA MINING and MANUFACTURING COMPANY  
3M AMERICAN LAVA CORPORATION SITE  
LAURENS COUNTY

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AMENDMENT TO  
CONSENT AGREEMENT 97-029-W

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**WHEREAS**, in June 1990, General Electric Company (GE) and the South Carolina Department of Health and Environmental Control (Department) entered into Settlement Agreement 90-34-W under which GE agreed to undertake certain investigative and remedial actions at the former ALSiMag facility, now referred to as the 3M American Lava Corporation facility (a.k.a. Laurens CeramTec Site) located at 1 and 2 Technology Place, Laurens, South Carolina (the "Site").

**WHEREAS**, on March 28, 1997, GE and Minnesota Mining and Manufacturing Company (3M) (collectively, "Respondents") and the Department entered into Consent Agreement 97-029-W ("Agreement") under S.C. Code Ann. §§ 48-1-20, -50(3), and -50(11) of the Pollution Control Act, with respect to assessment of remedial alternatives at the Site.

**WHEREAS**, pursuant to the Agreement, Respondents agreed without admitting liability to perform confirmatory sampling and analyze remedial options for plume control at Plant 2; analyze source control alternatives and perform source control in the Plant 2 Area; close the onsite landfill and assess groundwater quality in the area of the landfill; and investigate groundwater and implement remedial measures if necessary in the Plant 1 Area.

**WHEREAS**, the Site includes approximately 298.0 acres and is identified by the County of Laurens as Tax Map Serial Number 324-00-00-001, 323-00-00-143, 353-00-00-006, 323-00-00-032, 323-00-00-137, 323-00-00-138, and 906-02-01-069.

**WHEREAS**, the following additional Findings of Fact are asserted for the purposes of this Amendment to Consent Agreement 97-029-W (“Amendment”):

1. Presently, the Site is owned by: ACI Industries, LLC, Plant 1 (TMS # 323-00-00-137, approximately 25.10 acres); CeramTec North America Innovative Ceramic Engineering Corporation, Plant 2 (TMS # 323-00-00-032, approximately 32.0 acres); Alismag Ceramics Company (TMS # 324-00-00-001, approximately 152.4 acres and TMS # 323-00-00-143, approximately 15.14 acres); Minnesota Mining and Manufacturing Company (TMS # 353-00-00-006, approximately 24.5 acres); 3M Company (TMS # 323-00-00-138, approximately 25.1 acres); and The City of Laurens (TMS # 906-02-01-069, approximately 35.7 acres).
2. Subsequent to execution of the Agreement, Respondents performed the following: additional assessments and investigations; closure of the landfill, wastewater ponds, and materials handling area; and a pilot test and installation of an Air Sparge System as a remedial measure at Plant 2. Reports documenting these activities are listed in **Attachment A** attached hereto.
3. A Data Gap Investigation was performed in 2016 resulting in the submission of a Focused Feasibility Study (“FFS”) to evaluate the remaining contamination in July 2017. The FFS was revised and approved by the Department in September 2017. The Department drafted the Proposed Plan for Site Remediation (“Proposed Plan”) and presented it to the public on February 6, 2018. The Proposed Plan included the

Department's selected remedy for the soil, surface water, and groundwater contamination at Plants 1 and 2.

4. The Record of Decision ("ROD") for the Site was executed on June 8, 2018.
5. The Department has incurred an estimated \$59,404.70 in past oversight costs at the Site from 1990 through September, 2018 ("Past Costs").

**WHEREAS**, the Department has the authority to implement and enforce laws and related regulations pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. §§ 44-56-10 et seq. and the Pollution Control Act, S.C. Code Ann. §§ 48-1-10 et seq.

**NOW, THEREFORE, IT IS AGREED** that the following requirements are hereby incorporated into the Agreement, and said Agreement is amended as follows:

1. **Within ninety (90) days of the execution date of this Amendment, Respondents shall submit a Remedial Design / Remedial Action (RD/RA) Work Plan to detail implementation of the ROD-selected remedial alternatives.** Within ninety (90) days of approval of the RD, Respondents shall commence with implementation of the RD.
2. Within ninety (90) days of completion of all phases of the RD activities, Respondents shall submit a Remedial Design Completion Report.
3. Respondents shall implement all monitoring and reporting requirements in accordance with the schedule outlined and approved in the RD/RA Work Plan.
4. Respondents shall, within ninety (90) days of the execution date of this Amendment, pay to the Department, by certified or cashier's check, the sum of \$38,000.00 to reimburse certain Department estimated Past Costs relating to the Site. Respondents' payment for Past Costs shall be submitted to:

The Department: Linda Jackson  
South Carolina Department of Health and Environmental Control  
Bureau of Land and Waste Management (SARR)  
2600 Bull Street  
Columbia, SC 29201

5. Respondents shall, on a quarterly basis, reimburse the Department for oversight costs of activities required under this Amendment occurring after April 1, 2018. "Oversight Costs" shall mean those costs, both direct and indirect, incurred by the Department as related to this Amendment and any future amendments thereto. Oversight Costs include, but are not limited to, the direct and indirect costs of reviewing work plans and reports, supervising corresponding work, and activities and costs associated with public participation. Payments will be due within ninety (90) days of the Department's invoice date. The Department shall provide documentation of its Oversight Costs in sufficient detail so as to show the personnel involved, amount of time spent on the project for each person, expenses, and other specific costs. Remittances shall be submitted to:

**The South Carolina Department of Health & Environmental Control**

6. Upon Respondents' successful completion of the terms of the Agreement and this Amendment, as evidenced by the Department's written Certificate of Completion of all approved work performed under the Amendment, the Department will provide Respondents a Covenant Not to Sue for the response actions specifically covered in this Amendment and the Agreement, which were approved by the Department and completed in accordance with the approved work plans and reports.

7. Nothing in this Amendment is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or equity, which the Department may have against Respondents for any matters not expressly included in this Amendment.
8. In consideration for the Department's covenant not to sue, Respondents agree not to assert any claims or causes of action against the Department arising out of response activities undertaken at the Site, or to seek any other costs, damages, or attorney's fees from the Department arising out of response activities undertaken at the Site, except for those claims or causes of action resulting from the intentional or grossly negligent acts or omissions of the Department.
9. Prior to the execution of this Amendment, Respondents shall provide documentation to the Department identifying the access it has to the Site for purposes of performing the response actions required under this Amendment. The Department, its authorized officers, employees, representatives, and all other persons performing response actions will not be denied access to the Site during normal business hours or at any time work under this Amendment is being performed or during any environmental emergency or imminent threat situation, as determined by the Department or as allowed by applicable law. Respondents shall make reasonable efforts to ensure a copy of this Amendment is provided to any lessee, successor, or other transferee of the Site. If Respondents are unable to obtain access under reasonable terms from any property owner, the Department may obtain access and perform response activities. All of the Department's costs

associated with access and said response activities shall be reimbursed by Respondents.

10. All correspondence by and between either Respondents or the Department shall be in writing and deemed sufficiently given if delivered by (A) regular U.S. mail, (B) certified or registered mail, postage prepaid, return receipt requested, (C) nationally recognized overnight delivery service company, or (D) hand delivery to the other party at the address shown below or at such place or to such agent as the parties may from time to time designate in writing. All work plans and associated reports shall be prepared in accordance with industry standards and endorsed by a Professional Engineer (P.E.) and/or Professional Geologist (P.G.) duly licensed in South Carolina. Unless otherwise requested, one (1) paper copy and one (1) electronic copy (.pdf format) of each document prepared under this Amendment shall be submitted to the Department's Project Manager. Unless otherwise agreed in writing, all correspondence, work plans, and reports should be submitted to the Department's Project Manager and Respondents at the following addresses:

Cynde Devlin  
South Carolina Department of Health and Environmental Control  
Bureau of Land and Waste Management  
2600 Bull Street  
Columbia, South Carolina 29201

Att: Jeannie Martin  
3M  
224-5-W-17  
Maplewood, MN 55114-10000

Att: Lance Hauer and Angelica Todd  
General Electric Company  
1 River Road, Bldg 5-7W  
Schenectady, NY 12345

**IT IS FURTHER AGREED THAT** this Amendment shall be binding upon and inure to the benefit of Respondents, their respective subsidiaries, successors, and assigns, and to the benefit of the Department and any successor agency of the State of South Carolina that may have responsibility for and jurisdiction over the subject matter of this Amendment. Respondents may not assign their rights or obligations under this Amendment without 30-day the prior written notification to the Department.

**IT IS FURTHER AGREED** that Consent Agreement 97-029-W is hereby amended to incorporate the aforementioned items. This Amendment in no way affects or alters Consent Agreement 97-029-W except as specifically provided herein and such Consent Agreement remains in full force and effect subject to this Amendment.

**IT IS FURTHER AGREED** that failure to comply with any provision of this Amendment may result in further enforcement action pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-140 and the Pollution Control Act, S.C. Code Ann. §§ 48-1-50 and -330 et seq., which may include the assessment of civil penalties.

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SIGNATURE Olisa Vincent

FOR THE SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

Myra C. Reece  
Myra C. Reece  
Director of Environmental Affairs

Date: 6/13/2019

Henry J. Porter  
Henry J. Porter, Chief  
Bureau of Land and Waste Management

Date: 6-13-2019

G. Kendall Taylor  
G. Kendall Taylor, P.G., Director  
Division of Site Assessment, Remediation & Revitalization  
Bureau of Land and Waste Management

Date: 6/12/19

Karen Ratig  
Reviewed by Office of General Counsel

Date: 6/12/19

WE CONSENT:

GENERAL ELECTRIC COMPANY

Joe B. Duggal  
Name: Executive Director  
Title: Global Remediation

Date: 5/22/2019

3M COMPANY FORMERLY KNOWN AS MINNESOTA MINING and MANUFACTURING COMPANY

James R. Kotsmith  
Name: James R. Kotsmith

Date: 5/28/2019

Title: Manager, Corp. Env. Programs



## ATTACHMENT A

- Semi-Annual Sampling Reports from 1997 – 2017
- Record of Decision June 2018
- Proposed Plan for Site Remediation dated January 2018
- FFS, Revision 1 & Response to Comments: FFS dated July 31, 2017
- Applicable Remedial Technologies (FFS) dated April 25, 2017
- Data Gap Investigation Work Plan (CD) dated August 14, 2015
- Historic Hydrogeologic Data Review - Plant 1 dated November 27, 2013
- Historic Data Review - Plant 2 dated November 27, 2013
- Updated Land-Use Survey dated November 27, 2013
- Plan for the In-Situ Oxidation Pilot Test dated November 18, 1998
- Development of an Addition to the Source Control Alternatives Analysis dated September 15, 1998
- Landfill Closure Plan dated August 28, 1997